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HONORABLE FRED VAN SICKLE

Attorneys for Defendant
Ingenix, Inc.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

MELVIN OTT,

Plaintiff,

v.

INGENIX, INC.,

Defendant.

No. CV-07-201-FVS

~~PROPOSED~~ STIPULATION
AND PROTECTIVE ORDER

STIPULATION

The parties, by and through their undersigned attorneys of record, hereby stipulate and agree to the terms and conditions set forth below in the Order accompanying this stipulation, and request the Court to enter a Protective Order in accordance with these terms and conditions and pursuant to Federal Rules of Civil Procedure 26(c) and 29.

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STIPULATION AND PROTECTIVE ORDER- 1
Case No. CV-07-201-FVS

LANE POWELL PC
1420 FIFTH AVENUE, SUITE 4100
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1 DANO GILBERT & AHREND PLLC LANE POWELL PC

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3 By s/ George M. Ahrend

By s/Barbara J. Duffy

4 George M. Ahrend

Barbara J. Duffy, WSBA No. 18885

5 Attorneys for Plaintiff Melvin Ott

Attorneys for Defendant Ingenix, Inc.

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STIPULATION AND PROTECTIVE ORDER- 2
Case No. CV-07-201-FVS

LANE POWELL PC
1420 FIFTH AVENUE, SUITE 4100
SEATTLE, WASHINGTON 98101-2338
206.223.7000 FAX: 206.223.7107

ORDER

IT IS HEREBY ORDERED that a Protective Order ("Order") based upon the terms and conditions stipulated and agreed to by the parties is hereby entered as follows:

1. The terms and conditions of this Order as set out in the following paragraphs are applicable to the parties, including their attorneys, staff and all expert witnesses retained on the parties' behalf.

2. As used in this Order, the term "document" includes electronically stored information and has the same meaning as in Fed.R.Civ.P. 34.

3. This Order shall apply to internal corporate documents, including but not limited to financial information, proposals, bids, policies, guidelines, manuals, procedures and all other documents which a party customarily treats as proprietary, confidential or competition sensitive, which are hereby designated as "CONFIDENTIAL" in accordance with the terms of this Order. By future stipulation of all parties, additional documents and materials may also be designated as "CONFIDENTIAL." This Order shall not apply to documents submitted by Ingenix or its affiliates to any State or Agency unless exempt from public disclosure laws. If a document submitted by Ingenix or its affiliates to any State or Agency is marked "CONFIDENTIAL," then Ingenix shall identify the basis for the claim of exemption under applicable public disclosure laws at the time of production.

4. Documents shall be designated as protected information within the meaning of this Order by either party prior to its production by placing on the document the legend "CONFIDENTIAL."

5. Any document marked "CONFIDENTIAL" and the information contained therein shall not be discussed, loaned or otherwise disseminated to

1 persons other than attorneys, their staff, or their duly retained experts in this
2 litigation, and those employees or officers of a party who have a need to know
3 such information in order to reasonably prosecute or defend this litigation. This
4 paragraph shall not prohibit counsel from questioning witnesses about the
5 contents of documents even if they are marked "CONFIDENTIAL."

6 6. The attorneys shall fully apprise and advise each person provided
7 access to any "CONFIDENTIAL" document or information of all conditions
8 and terms of this Order, and copies of this Order shall be sent to all expert
9 witnesses along with the admonition that said experts are fully bound by the
10 provisions of this Protective Order.

11 7. Each party's attorneys shall recover and destroy the originals and
12 all copies of "CONFIDENTIAL" documents produced within forty-five (45)
13 days after final judgment, final appeal, or other dismissal of this matter.

14 8. After final judgment, final appeal, or other dismissal is entered,
15 attorneys for the parties shall make and file a declaration or affidavit stating that
16 the terms of this Order have been observed and that "CONFIDENTIAL"
17 documents produced have not been copied, discussed or otherwise disseminated
18 to persons other than those authorized pursuant to paragraph five (5), above.

19 9. In the event that any party disputes a party's designation of a
20 document as "CONFIDENTIAL," that party may request relief from the Court
21 by requesting an order that the marked document is not confidential and should
22 be removed from the purview of this Order; provided, however, any such
23 request shall be initiated at least ninety (90) days prior to the trial date, or forty-
24 five (45) days after production, whichever date is later.

25 10. To the extent that documents marked "CONFIDENTIAL" are
26 contained in or attached to materials filed with the Court, such materials shall

1 be filed under seal. The party filing the document shall put the following
 2 notation on the first page above the caption: NOTE TO CLERK: FILE
 3 UNDER SEAL PURSUANT TO PROTECTIVE ORDER RE:
 4 CONFIDENTIAL DOCUMENTS.

5 11. The agreement of the parties embodied in this Order does not
 6 constitute an admission or agreement that any document or information is
 7 subject to discovery, or is admissible as evidence, in this case. Designation of
 8 any information as subject to this Order shall have no meaning or effect
 9 whatsoever with respect to the substantive issues in this proceeding or the
 10 claims or defenses of any party hereto.

11 12. Any term of this Order may be modified by motion or stipulation of
 12 the parties.

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 14 DATED this 31st day of August,
 15 2007.

16 s/ Fred Van Sickle

17 THE HONORABLE FRED VAN SICKLE

18 Respectfully submitted by:

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 20 DANO GILBERT & AHREND PLLC LANE POWELL PC

21
 22 By s/George M. Ahrend

23 George M. Ahrend
 24 Attorneys for Plaintiff Melvin Ott

22 By s/Barbara J. Duffy

23 Barbara J. Duffy, WSBA No. 18885
 24 Attorneys for Defendant Ingenix, Inc.